

**Motor Carrier Group Chairman's Factual Report
HWY-05-MH035**

Attachment #30: McMynn Leasing Information
(12 Pages)

144 5422328-2


14.4

9. Ultimate Consignee Name and Address

1. Entry No. 5422328-2	2. Entry Type Code 01 ARI-A	3. Entry Summary Date 06/01/05 167
4. Entry Date 06/01/05	5. Port Code 0701	
6. Bond No. 422	7. Bond Type Code 8	8. Broker/Importer File No.

10. Consignee No. SAME	11. Importer of Record Name and Address R & J MCMYNN LEASING 3488 CELTIC AVE VANCOUVER, BC V6N 4J5	12. Importer No. 943004-02191
13. Exporting Country CA	14. Export Date 05/28/05	15. Country of Origin US
16. I.T. No.	17. I.T. Date	18. Missing Documents

19. B L or AWB No. CNRMG00003327	20. Mode of Transportation 30	21. Manufacturer I.D. XCRJMDM348BYAN	22. Reference No. 94-15039184U
23. Importing Carrier	24. Foreign Port of Lading	25. Location of Goods/G.O. No. Firms # B052	
26. U.S. Port of Unloading 0901	27. Import Date 05/28/09		

25 Line No.	29 Description of Merchandise	30 A. T.S.U.S.A. No. B. ADA CVD Case No.	31 A. Gross Weight B. Manifest Qty	32 Net Quantity in T.S.U.S.A. Units	33 A. Entered Value B. CHGS C. Relationship	34 A. T.S.U.S.A. Rate B. ADA/CVD Rate C. I.R.C. Rate D. Vias No.	35 Duty and I.R. Tax	Dollars	Cents
001	0000000001 Total CTNS	OTHER US BDS RETURNED: IN 9801.00.107 22682 1M8TRMTAZWP060300	CHAP B7 X		C 250 N	Free			
<div style="text-align: center;">  <p>Customs & Border Protection Buffalo, NY</p> <p>JUN 2 2005</p> <p>I certify that this is a true and correct copy of the original filed at this port.</p> <p><i>Joseph W. Eischen</i> Supervisory Entry Specialist</p> </div>									
<p>No Block 39</p> <p>Total Entered Value:</p>									

38 Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for customs purposes is as shown above. OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoice are true. OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoice as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate customs officer any information showing a different state of facts.		U.S. CUSTOMS USE A. Liq. Code B. Ascertained Duty C. Ascertained Tax D. Ascertained Other E. Ascertained Total		TOTALS 37. Duty 38. Tax 39. Other 40. Total	
				0.00 0.00 0.00 0.00	

Notice required by Paperwork Reduction Act of 1980. This information is needed to ensure that importers/exporters are complying with U.S. Customs laws, to allow us to compute and collect the right amount of money, to enforce other agency requirements, and to collect accurate statistical information on imports. Your response is mandatory.

41. Signature of Declarant, Title, and Date Norman G. Jensen, Jr.
A. J. Sambrotto 5/21/75 ATTY. IN FAC

25-1883-P-2

RECORD

2035-5:33 PM

Owner's Certificate of Insurance and Vehicle Licence



Insurance Corporation
of British Columbia

Insurance (Motor Vehicle) Act
Motor Vehicle Act
Commercial Transport Act

DCID 146134342

Owner's BC driver's licence no.

Effective date 26MAY2005

Expiry date

Registration no. 5824473

Decal no.

Plate no. NONLIC

VIN 1M8TRMTA2WP060300

Fleet no.

Unit no.

Veh. insp. decal

Veh. insp. expiry

NSC no. and name NOT*REQD

P.T. ref. no.

Driver's licence address change request NO

This card to be
signed and carried
in the insured
vehicle as proof of
insurance.

Proof of Insurance

The owner and/or the operator of the vehicle described herein is insured against liability for bodily injury and property damage by reason of the operation of such vehicle. The coverage provided by this certificate also satisfies the minimum limits set out by the respective legislation governing vehicle insurance in any area of Canada and the USA.

Vehicle use: MOTOR VEHICLE LIABILITY INSURANCE CARD CANADA INTER-
PROVINCE ON THE BACK OF THIS DOCUMENT DOES NOT SERVE AS
PROOF OF LIABILITY INSURANCE FOR THE ABOVE VEHICLE.

Declaration of NO PRINCIPAL OPERATOR DECLARED
entitlement:

Conditional
factor:

By signing here, you:

- apply for a Vehicle Licence and Registration under the Motor Vehicle Act or Commercial Transport Act;
- apply for an Owner's Certificate of Insurance under the Insurance (Motor Vehicle) Act and Regulation;
- apply for special coverages for which a premium is shown, in accordance with the terms and conditions for those coverages contained in Schedule 5 or 8 of the Regulation under the Insurance (Motor Vehicle) Act;
- certify that the principal operator is correct for all new plate and renewal Autoplan transactions;
- certify that coverage, use, and where applicable, location address of the vehicle is correct;
- certify that you are a resident of British Columbia, and/or the vehicle is not currently required to be registered and licenced in another jurisdiction;
- certify that you, if under 18 years of age, have the consent of a parent or (legal) guardian to licence and register this vehicle;
- certify that all information on all pages of this form is true and agree that you are responsible for any inaccuracies on any page or pages of this form.

Owner's signature(s)

Paul Taylor

PRESIDENT AND CHIEF EXECUTIVE OFFICER
INSURANCE CORPORATION OF BRITISH COLUMBIA

31209
MAY 26 2005

NOT VALID
UNLESS STAMPED
BY AUTHORIZED
ISSUING OFFICE

Vehicle Registration



Insurance Corporation
of British Columbia

Registered Owner

MCMYNN ROBERT JOHN
MCMYNN JOANNE JACQUELINE

(R)

Registration no. 5824473

Plate no. NONLIC

Year 1998

Make MCI

Model

Body style BUS

VIC LJCB47

Colour MULTI

VIN 1M8TRMTA2WP060300

Fuel type DIESEL

Net weight (kg) 17618

GVW(kg)/Disp.(cc) 022682

Seating capacity 056

Vehicle type COMMERCIAL

Anti-theft device

Vehicle status

Import code CANADIAN IMPORT

AirCare expiry

Number of owners: 2

Owner's signature(s)

When you sell the vehicle, the buyer must take
the Registration and submit it with an application
for transfer within 10 days of the purchase.
Contact your Autoplan agent for details.

496HWHAM

APV250L (032005)

3 P. 1.1883 N

STAMPED
Sep 30 2005 5:33PM

EQUIPMENT LEASE

THIS AGREEMENT made this 20th day of May, 2005.

BETWEEN: ROBERT J. MCMYNN & JOANNE J. MCMYNN
(R)

(Hereinafter called the "Lessor")
OF THE FIRST PART

AND: MCT TOURS & CHARTERS, INC.
 11344 Cherry Hill Road
 Beltsville, MD
 20705
 A body corporate having a registered office at the City of Edmonton, in the Province of Alberta.
 (Hereinafter called the "Lessee")
OF THE SECOND PART

AND: MARIE C. THOMAS
 P. O. Box 1655
 11344 Cherry Hill Road
 Beltsville, MD
 20705
 (Hereinafter called the "Covenantors")
OF THE THIRD PART

MAKE	MODEL	UNIT #	YEAR	SERIAL NUMBER
MCI	MCI02EL3	60300	1998	1MSTRMTA2WP060300

TERMS OF PAYMENT (Total subject to any Provincial Sales Tax and/or GST % changes)

Term in Months: 48

No. of Rental Payments: 48

Payments will be made: BY POST DATED CHEQUES

First Rental Due Date:

Month - June

Day - 25

Year - 2005

Amount - US

Amount of Monthly Rental Payments excluding sales tax: US

Amount of Sales Tax each Payment: County, state and/or federal taxes to be paid directly to county, state and/or federal government by the Lessee.

Total Amount of Monthly Payments: US

Documentation fees: US

Security Deposit : _____ = US deposit+ US document fees + US permit fees
 NON-REFUNDABLE and not applicable to any option to purchase.

Purchase Option Price and Date: Fair market value at the end of the 48th month of the lease term (June 25, 2009) fair market value shall be deemed to be \$ US.

SPECIAL TERMS AND CONDITIONS:

- Any damage to the vehicle, either body or mechanical damage, will be repaired immediately and no later than within two weeks of said incident and payable by MCT Tours and Charters, Inc..
- Payments in arrears of 59 days will result in the immediate return of vehicle to the Lessor. All costs for the seizure and all costs to repair the vehicle for the subsequent lease will be the cost to MCT Tours and Charters, Inc.

TERMS AND CONDITIONS OF LEASE

For and in consideration of the covenants and agreements by the Lessee to pay the total rental payment herein provided for and to perform the terms, covenants and conditions on the Lessee's part herein contained, the Lessor hereby leases and lets unto the Lessee, and the Lessee hereby leases and takes from the Lessor, each unit of equipment described above and hereinafter referred to as "said equipment", for the term set forth above (commencing on the date of the first delivery of any of the said equipment to the Lessee) and upon and subject to the covenants, conditions and provisions hereinafter set forth. Notwithstanding the foregoing, in the event that such first delivery takes place before the First Rental Due Date the term of this Lease shall be extended by the number of days from and including the date of the first delivery of any part of the said equipment and the First Rental Due Date.

1. RENTAL. For the use of said equipment, the Lessee shall pay to the Lessor at the Lessor's office, at #410 999 West Broadway, Vancouver, B.C. V5Z 1K5, a total rental payment equal to the amount of each rental payment specified above multiplied by the number of rental payments specified above. The First Rental Payment and Security Deposit shall become due on the First Rental Due Date indicated above. Subsequent rental payments shall become due in every consecutive month or period, as the case may be, thereafter on the same date of each such month or period, as the First Rental Due Date indicated above, or in the event that there is no such corresponding date, the last date of the said month. Rental payment hereunder is payable without abatement.

2. EQUIPMENT DESCRIPTION. The Lessee authorizes the Lessor to complete the description of said equipment above with the insertion of serial numbers and other details specifically identifying said equipment.

3.1 REPRESENTATIONS AND WARRANTIES. Each unit of said equipment leased hereunder is of a size and capacity personally chosen and selected by the Lessee and the Lessee is satisfied that the same is suitable for its purposes and the Lessor has made no representation or warranty with respect to the suitability or durability of any such representation or warranty express or implied with respect thereto.

The Lessee acknowledges that said equipment hereby leased was personally chosen and selected by the Lessee for business purposes, and purchased at the Lessee's request from a supplier designated by the Lessee. Consequently, the Lessee takes full responsibility for the choosing and the selection, and will look only to the supplier for the warranty against latent defects or other matters, the Lessor hereby conveying expressly and without reserve to the Lessee all warranties, if any, resulting from the sale of said equipment entered into with the supplier. The Lessee renounces the right to any claim or defense against the Lessor relating to said equipment. In the event of an action brought by the Lessor for default under the provisions of this Lease, the Lessee waives all defenses predicated on the failure of said equipment to perform the function for which it was designed and further acknowledges and agrees that such failure shall not be deemed to be in breach of this Lease.

3.2 EXAMINATION OF VEHICLE

The Lessee will examine the Vehicle before taking possession of the Vehicle and such taking of possession will be, in the absence of an agreement signed by the Lessor in writing to the contrary, conclusive evidence as against the Lessor that at the time thereof the Vehicle were in good mechanical condition; the vehicle comply with B.C. Motor Vehicle standards and will pass a B.C. Motor Vehicle inspection, are ready for use and in satisfactory condition for the purposes required by the Lessee and no further work or improvements are required to be made or done and that there exists no promise of the Lessor to alter, remodel, upgrade or improve the Vehicle and no warranty or representation whatsoever respecting the Vehicle have been made by the Lessor or its agents or employees other than those expressly contained herein.

4.1 CHOICE OF GOVERNING LAW AND VENUE. This Lease shall be deemed to be executed and delivered in the City of Vancouver, British Columbia, Canada and shall be governed by, and construed in accordance with, the laws of British Columbia, Canada, excluding choice of law rules. The parties agree that the appropriate venue for any disputes arising out of or related to this lease is Vancouver, British Columbia, Canada, and that any action to enforce any right, or recover any damages, arising out of or related to this lease, shall be brought in the Vancouver Registry of the Supreme Court of B.C. which shall be deemed to be a court of competent and proper jurisdiction.

4.2 Lessor and Lessee hereby acknowledge that they have required this Lease and all related documents to be drawn up in the English language. Le Locateur et le Locataire reconnaissent avoir exigé que les documents qui les relient soient rédigés en anglais.

5. EQUIPMENT OWNED BY LESSOR. This agreement is one of leasing only and the Lessee shall not have or acquire any right, title or interest in or to said equipment except the right of the Lessee and its competent employees to use or operate said equipment as provided herein.

6. LOSS OR DAMAGE TO EQUIPMENT. The Lessee assumes the entire risk of loss of or damage to said equipment from any cause whatsoever. No loss or damage to said equipment or any part thereof shall affect or impair the obligations of the Lessee hereunder which shall continue in full force and effect. It is understood and agreed that this Lease shall not prejudice the subrogation rights of any insurance carrier.

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7. **NO SUBLEASE OR ASSIGNMENT OF LEASE BY LESSEE.** The Lessee shall not transfer, deliver up possession of or sublet said equipment and this Lease shall not be assignable by the Lessee without written permission of the Lessor, which permission shall not be unreasonably withheld. Nothing contained herein shall prevent the Lessor from assigning, pledging, mortgaging, transferring or otherwise disposing, either in whole or in part of the Lessor's rights hereunder.

8. **MAINTENANCE AND INSPECTION OF EQUIPMENT.** The Lessee shall at all times and at the Lessee's own expense keep said equipment in good and efficient working order and repair and shall furnish any and all parts, mechanisms and devices required to keep said equipment in good mechanical and working order as per Schedule C. The Lessor, its employees and/or agents shall at all times have access to said equipment for the purpose of inspecting it. The Lessee shall not without prior written consent of the Lessor, make any alterations, additions, or improvements to said equipment. All such alterations, additions or improvements so made shall belong to and remain the property of the Lessor.

9. **COMPLIANCE BY LESSEE WITH ALL LAWS, ORDINANCES, ETC.** The Lessee shall comply with and conform to all laws, ordinances and regulations present or future, in any way relating to the ownership, possession, use or maintenance of said equipment throughout the term of this Lease and to the perfect exoneration from liability of the Lessor.

10. **EQUIPMENT TO BE KEPT FREE OF LEVIES, PRIVILEGES, LIENS CHARGES, ETC.** The Lessee shall keep said equipment free of levies, privileges, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (Municipal, Provincial and Federal), which may be levied or assessed, directly or indirectly against or on account of said equipment or any interest therein or use thereof. If the Lessee shall fail to pay such license fees, registration fees, assessments, charges or taxes, the Lessor may pay such license fees, registration fees, assessments, charges and taxes as the case may be in which event the cost thereof shall be forthwith due and payable by the Lessee.

11. **INDEMNIFICATION OF LESSOR BY LESSEE.** The Lessee shall indemnify the Lessor against and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees, arising out of, connected with, or resulting from said equipment, including, without limitation, the manufacture, selection, delivery, installation, possession, use, operation or return of said equipment or otherwise on account of any personal injury or death or damage to property occasioned by said equipment or the negligence of employees, servants or agents of Lessee, or on account of any infringement or alleged infringement or patent occasioned by the operation of said equipment.

12. **INSURANCE.** As and from the earlier of the date upon which the Lessor acquires ownership of, or title to, the said equipment or the date on which the Lessor may have any risk, responsibility or liability therefore, and thereafter throughout the term of this Lease, the Lessee shall, at its sole expense, place and maintain, in a form and with coverage and limits acceptable to the Lessor, (a) "all risks" insurance against the loss or theft of or damage to said equipment, for the full replacement value thereof, naming Lessor as loss payee, and (b) public liability and property damage insurance, naming Lessor as additional insured, covering any liability in respect of the use, operation, possession, or ownership of said equipment.

Such insurance policies shall contain a provision prohibiting termination of the policy except upon thirty days notice by the insurer to Lessor. However, any insurance coverage acquired hereunder by the Lessee shall in no manner restrict or limit the liabilities assumed by the Lessee hereunder. The Lessee shall furnish to the Lessor certified copies of the said insurance policies. Should the Lessee fail to obtain such coverage he shall, in addition to the obligations assumed under Clause 10 of this Lease, indemnify the Lessor for any loss of, or damage to, the said equipment.

13. **EQUIPMENT TO REMAIN PERSONAL PROPERTY.** The said equipment shall at all times during the term of this Lease be and remain personal or moveable property, regardless of the manner in which it may be attached to any real estate. The Lessee shall install said equipment in a manner which will permit its removal without material injury to the place of installation. The Lessee shall be responsible for any damage done in any real or immovable property, building or structure by the removal of said equipment and shall indemnify and save harmless the Lessor therefrom.

14. **TERMINATION ON DEFAULT.** Upon the occurrence of any event of default, the Lessor shall be entitled at its option, exercisable by written notice to the Lessee, to declare the Lessee to be in default, whereupon the Lessee shall be obligated to return said equipment to Lessor and shall also be liable to the Lessor for the payment of liquidated damages, which shall be calculated as follows: (i) by calculating the entire amount of the then unpaid rental payments for the remainder of the term of this Lease, each such rental payment to be subject to a discount equal to interest at the rate of 5% per annum on each rental payment calculated and compounded monthly over the period commencing on the date of the aforesaid notice and ending on the date on which such rental payment would have become due and payable under the terms of this Lease; and (ii) by adding to the sum calculated according to (i), any amount due and unpaid hereunder; and (iii) by deducting from the sum calculated according to (ii) the Security Deposit and the net proceeds of the sale, leasing or other disposition of said equipment after deduction of expenses as hereinafter defined. Said liquidated damages shall be conclusively deemed to be a genuine pre-estimate by parties hereto of the damages suffered by Lessor in the circumstances and not a penalty. The said expenses shall include, without limiting the generality of the foregoing all legal fees and other expenses incurred by the Lessor in attempting to enforce the provisions of this lease or to recover damages for a breach thereof, including costs and expenses associated with the sale of said equipment.

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15. EVENTS OF DEFAULT. Any of the following shall each constitute an "event of default": (i) the failure of the Lessee to pay any installment of the rental payment or any other sum due under the terms of this Lease; (ii) the breach of any covenant or condition contained in this Lease; (iii) the subjection of said equipment to any lien, levy, privilege, seizure or attachment; (iv) any assignment by the Lessee for the benefit of creditors; (v) the admission of the Lessee in writing of its inability to pay its debts generally as they become due; (vi) the appointment of a receiver, trustee or similar official for the Lessee or for any of its property; (vii) the filing by or against the Lessee of a petition in bankruptcy or a petition for the reorganization or liquidation of the Lessee under any Federal or Provincial laws; (viii) any other act of bankruptcy by the Lessee.

16. ASSIGNMENT BY LESSOR. Should the Lessor assign the sums due and to become due hereunder to any bank, insurance company or other lending agency (of which assignment the Lessee hereby waives notice and signification), the Lessee shall recognize such assignment and should the Lessor default in the performance of any of the terms and conditions of this Lease, the Lessee may not as to such assignment, terminate this Lease or subject the Lessee's obligation to pay money under this Lease to any diminution or right of set-off or compensation. Nothing herein contained shall release the Lessor from its obligation to perform any duty, covenant or condition required to be performed by a Lessor under the terms of this Lease should the same be so assigned.

17. RETURN OF EQUIPMENT UPON TERMINATION. Upon the termination of this Lease for any reason, the Lessee shall at its cost, return said equipment to the Lessor at a place designated by the Lessor and if the Lessee fails to do so, the Lessor shall have the right to enter upon the premises where said equipment may be and take possession of and remove it at the Lessee's expense, all without legal process. Any return of equipment will be subject to the conditions of Schedule B. In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses said equipment after the expiration of the term of this Lease, all the provisions of this Lease shall apply thereto unless and until the same has been surrendered pursuant to the terms of this Clause, or Lessor has relieved Lessee from its obligations under this Lease with respect to said equipment. Nothing in this Clause shall have the effect of extending or renewing the term of this Lease.

18. WAIVER BY LESSOR. No covenant or condition of this Lease can be waived except by the written consent of the Lessor, and forbearance or indulgence by the Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Lessee to which the same may apply, and until complete performance by the Lessee of said covenant or condition, the Lessor shall be entitled to invoke any remedy available to the Lessor under this Lease or by law, despite said forbearance or indulgence.

19. INTEREST CHARGES. Should the Lessee fail to pay when due any rental payment or any sum required to be paid to Lessor, the Lessee shall pay interest on such delinquent payment from the due date thereof until paid at the rate of 1.5% per month, calculated and compounded monthly (19.3% per annum).

20. TIME OF THE ESSENCE. Time is of the essence of this Lease and of each and all of its provisions.

21. CROSS DEFAULT AND CROSS-COLLATERAL AGREEMENT. In consideration for the financial accommodations Lessor has extended or may hereafter extend to the undersigned under the terms of any loan, lease or other agreement, or instrument, previously, now or hereafter executed by us for Lessor's benefit and delivered by or on behalf to Lessor (a "Contract" or collectively the "Contracts"), we agree that all presently existing and hereafter acquired personal property owned by us and in which Lessor has or obtains a security interest (even after the loan, lease or other agreement or instrument to which such security interest relates has been paid in full), or of which Lessor shall gain possession, shall secure the payment and performance by us of all our obligations to Lessor under the Contracts. Lessor may grant releases of various pieces of personal property in which Lessor has an interest upon request by us and in Lessor's sole discretion.

If we default upon any of our obligations to Lessor under any of the Contracts, such default shall be deemed to be a default under all other Contracts, and all of Lessee's obligations to Lessor shall, at Lessor's option, become immediately due and payable. In each event, Lessor shall have and may exercise any or all rights under applicable laws and at equity, and all rights and remedies granted to Lessor under any of the contracts. The term "default" as used herein shall have the meaning provided in the subject Contract.

A surplus attributable to any Contract may be applied to offset a deficiency attributable to any other Contract in such manner as Lessor may determine in Lessor's sole discretion.

WE WAIVE: NOTICE OF ACCEPTANCE HEREOF; DEMAND, PROTEST AND ALL NOTICES OF PROTEST AND DEFAULT; AND ALL OTHER NOTICES OR FORMALITIES TO WHICH WE MIGHT OTHERWISE BE ENTITLED.

We agree to execute such additional documents and any instruments as Lessor shall, from time to time, deem necessary or appropriate in order to effectuate the purpose of this agreement.

Our undertakings under this Agreement shall continue for so long as we shall be indebted to you, shall inure to the benefit of Lessor successors and assigns and shall be binding upon our heirs, legal representatives, successors and assigns.

22. BINDING UPON SUCCESSORS, HEIRS AND ASSIGNS. This Lease shall inure to the benefit of and be binding upon the successors, heirs and assigns of the respective parties hereto, provided that nothing contained in this Clause shall impair any of the provisions herein set forth prohibiting transfer or subletting of said equipment by the Lessee, or assignment of this Lease by the Lessor.

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23. **HEADINGS.** The headings in this Lease are for convenience of reference only and shall not affect the interpretation thereof.

24. **INTERPRETATION.** It is hereby agreed by and between the parties hereto that whenever the context of this Lease so requires, the singular number shall include the plural and vice versa, and that words importing the masculine gender shall include the feminine and neutral genders, and that in case more than one lessee is named as Lessee, the liability of such lessees shall be joint and several.

25. **NON-CANCELABLE LEASE.** This Lease cannot be cancelled or terminated except as expressly provided herein and will remain in force for the full term indicated herein.

26. **LEGAL EXPENSES.** If this Lease is placed in the hands of a lawyer for collection or enforcement, the Lessee agrees to pay all costs, charges and expenses incurred by the Lessor as well as reasonable legal fees which the Lessor will be obligated to pay its lawyer.

27. **LOCATION OF EQUIPMENT.** The said equipment shall be located and used at the place of business of the Lessee or as specified herein and shall not be removed therefrom without the prior written consent of the Lessor.

28. **SECURITY DEPOSIT.** As security for the due performance by Lessee of all its obligations hereunder, Lessee has paid to Lessor the security deposit as specified herein. Lessor may apply the security deposit to any sums due hereunder in which event Lessee shall promptly restore the security deposit to the full amount specified herein. The security deposit shall not relieve Lessee from any of Lessee's obligations hereunder. The security deposit is **NON-REFUNDABLE** and **NOT APPLICABLE TO ANY OPTION TO PURCHASE.**

29. **OPTION TO PURCHASE.** Lessee shall have the right to purchase said equipment leased hereunder, on a "where-is, as-is" basis on the purchase option date and for a price that is the estimated fair market value of said equipment at said date, provided this Lease is then in force and the terms hereof have not been altered by agreement between the parties or otherwise and provided the Lessee has not defaulted thereunder and has notified Lessor in writing of its intention to purchase said equipment not less than sixty days prior to the option date. Title to the equipment shall pass to the Lessee upon payment of the purchase price.

30. **ADDITIONAL OPTIONS TO PURCHASE.** The Lessee shall have the right to terminate the Lease after the 12th month of the term if the equipment has become obsolete for the Lessor's purposes, provided the Lessee gives the Lessor notice of at least 90 days and the Lessee agrees to purchase the equipment from the Lessor at the amount indicated in the following table on the first day of the respective 12 month periods: Purchase Option Price and Date:

After the 12th month (1 year)	\$
After the 24th month (2 years)	\$
After the 36th month (3 years)	\$
After the 48th month (4 years)	\$

31. **WAIVER OF LESSEE.** The Lessee hereby expressly waives any of the rights, benefits or protection given by Sections 19, 20, 21, 23, and 24 of The Sale of Goods on Condition Act of the Province of British Columbia, Section 47, 49 and 50 of the Law of Property Act of Alberta, and the provisions of the Law of Property Act of Alberta, and the provisions of The Limitations of Civil Rights Act of Saskatchewan.

32. The Lessee covenants that its head office is and will remain in British Columbia and will not be removed therefrom without the prior written consent of the Lessor.

33. The Lessee covenants not to change its name without the consent of The Lessor.

THE UNDERSIGNED AGREE TO ALL TERMS AND CONDITIONS set forth Above and in Consideration Thereof Hereby Execute This Lease.

Signed in the presence of:

Date: May 3, 2005

N

Address

ROBERT J. McMYNN - Lessor

Occupation

Signed in the presence of:

Date: May , 2005

Name

Address

JOANNE J. McMYNN/- Lessor

Occupation

Date: May , 2005

Name

Address

MCT TOURS & CHARTERS, INC. -Lessor
Authorized Signatory and Title

Occupation

ATTACHED TO AND FORMING PART OF A LEASE DATED MAY , 2004 BETWEEN ROBERT J McMYNN AND JOANNE J MCMYNN AND MCT TOURS & CHARTERS, INC.
COVENANTOR'S CLAUSE

THE PARTIES HERETO AGREE THAT THE FOLLOWING PARAGRAPH WILL APPLY ONLY IF A COVENANTOR HAS EXECUTED THIS INDENTURE:

In consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Lessor to the Covenantor (the Receipt whereof is hereby by him acknowledged), the Covenantor covenants and agrees with the Lessor that he will duly perform and observe, or cause to be performed and observed, all covenants, agreements and provisions in this Lease; AND FURTHER THAT he will be primarily liable to the Lessor under the Lessee's covenants as though he was personally a Lessee and had executed this Lease as such, and that he shall not be released nor his liability limited by any variation in the provisions of this Lease, nor by the Lessor granting time, taking or giving up securities, accepting proposals, granting releases or discharges or otherwise dealing with the subject matter or the parties hereto, or any of them, or with any person or persons, nor by any other thing whatsoever either of a like nature to the foregoing or otherwise whereby the Covenantor would or might be released, and the Lessor shall not be bound to exhaust its recourse against the Lessee or against any other person or persons before enforcing its rights against the Covenantor.

AND IT IS EXPRESSLY AGREED between the Parties hereto that all grants, covenants, provisions and agreements, rights powers, privileges, and liabilities contained in this Lease shall be read and held as made by and with and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words "heirs, administrators, successors and assigns" had been inscribed in all proper and necessary places. WHEREVER the singular or masculine is used throughout this indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require, and the covenants of the "Lease", if there is more than one Covenantor, shall be deemed to be joint and several covenants.

DATE: May , 2005

Name

Address

Covenantor -MARIE C. THOMAS

Occupation

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**SCHEDULE B
DELIVERY AND RETURN OF VEHICLE:**

VEHICLE WILL BE DELIVERED TO THE LESSEE IN TORONTO, ON CANADA, FULL OF FUEL WITH THE FOLLOWING EQUIPMENT:

- 1 - MICROPHONE
- 1 - 3 MONITOR VIDEO SYSTEM WITH VCR
- 1 - AM/FM RADIO RECEIVER WITH CASSETTE
- 1 - CARD TABLE
- 1 - 36 UNIT FIRST AID KIT
- 1 - 5 lb. FIRE EXTINGUISHER
- 1 - FIRE AXE
- 9 - 315/80 R 22.5 TIRES WITH MINIMUM TREAD DEPTH OF 12/32" STEERING TIRES, 10/32" DRIVE TIRES, 3/32" TAG TIRES
- 9 - STEEL WHEELS
- 1 - HYDRAULIC JACK
- 1 - WHEEL WRENCH AND EXTENDED HANDLE

VEHICLE WILL BE RETURNED TO THE LESSOR IN VANCOUVER, BC MEETING OR EXCEEDING THE REQUIREMENTS OF A MOTOR VEHICLE SAFETY INSPECTION AND MEETING THE CRITERIA BELOW. ALL COSTS INCURRED TO PASS SUCH AN INSPECTION AND MEET THE FOLLOWING CRITERIA WILL BE AT THE EXPENSE OF THE LESSEE.

LISTED BELOW ARE CERTAIN ITEMS THAT REQUIRE PARTICULAR ATTENTION AS ONE OR MORE OF THESE ITEMS ARE OFTEN OVERLOOKED.

- FULL OF FUEL
- WITH ALL THE ABOVE EQUIPMENT
- IN A MECHANICAL CONDITION THAT THEY WILL PASS A PROVINCIAL SAFETY INSPECTION
- 9 - 315/80 R 22.5 TIRES WITH MINIMUM TREAD DEPTH OF 12/32" STEERING TIRES, 10/32" DRIVE TIRES, 3/32" TAG TIRES
- ALL GLASS IN GOOD CONDITION; NO CRACKS OR STONE BRUISES AND NO BROKEN SEALS ON THE THERMOPLANE WINDOWS
- ALL INTERIOR AND EXTERIOR LIGHTS, BULBS AND FLUORESCENT TUBES WORKING
- AIR, CONDITIONING, VIDEO SYSTEM, VCR, RADIO AND CASSETTE, AND P.A. SYSTEM ALL WORKING
- ALL UNITS WILL BE RETURNED WITH THEIR PAINT SCHEMES AS PER DELIVERY

**SCHEDULE "C"
REQUIRED SERVICE INTERVALS**

As the Bus Operator, you are responsible for the performance of the required maintenance listed. We recommend that you retain all receipts and records covering the maintenance on this bus as you will be subject to periodic inspections. At the time of inspection, you will provide proof of service, by way of invoice or work orders, showing dates, mileage's, service done, parts used, etc.

SERVICE EVERY 10,000 KILOMETERS OR 6000 MILES

Complete lubrication of chassis & steering, propeller shafts, tag axle, lever joints, slack adjusters, etc.	
Engine air cleaner	inspect, clean, replace if required
A/C compressor	check level
A/C refrigerant	check level
A/C filter dryer	replace if required
Differential	check oil level
Transmission	check oil level

SERVICE EVERY 20,000 KILOMETERS OR 12,000 MILES

Engine	change oil with approved oil change oil filter (40 micron or better)
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Fuel filters	change primary and secondary fuel filters
Coolant filter/conditioner	replace element
Check antifreeze & additive strength	add additive or antifreeze if needed
HV, AC air filters	clean or replace
Take engine oil sample	

SERVICE EVERY 40 000 KILOMETERS OR 25 000 MILES

Automatic transmission	change oil & filter with approved oil & filter
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SERVICE EVERY 80 000 KILOMETERS OR 50 000 MILES

Manual transmission	change oil with approved oil
Power steering	change oil filter
Front & tag axle bearings	drain oil and replace with approved oil

SERVICE EVERY 160 000 KILOMETERS OR 100 000 MILES

Differential	change oil, clean breathers with approved oil
Accessories air filters	change filter elements
air dryer	change cartridge

SERVICE EVERY 240 000 KILOMETERS OR 150 000 MILES

Injections	change & tune up engine
Water pump	Replace
Drive belts	Replace

SERVICE EVERY 320 000 KILOMETERS OR 200 000 MILES

Turbo	Inspect & replace if required
Cooling System	drain, flush & refill with approved anti-freeze & additive package

Proper maintenance is important to the safe and reliable operation of this coach. The service procedures recommended are described in the Prevost manuals and are effective methods for performing service operations. Various Warnings, Cautions, and Notes are contained in the Prevost manuals and should be read carefully. Anyone who uses a service procedure or tool not recommended by the manufacturer should first satisfy himself that his safety, the vehicle and the safety of others will not be jeopardized.

R & J MCMYNN
#410 - 999 WEST BROADWAY VANCOUVER, B.C. V5Z 1K5
(604) 730-8677 FAX 266-3489

May 26, 2005

To Whom It May Concern:

We, ROBERT J. MCMYNN and JOANNE J. MCMYNN, the Lessor, having leased the vehicle to the Lessee MCT TOURS & CHARTERS, INC., the Lessee, do hereby give authority to MCT TOURS & CHARTERS, INC and/or its authorized representatives to sign on our behalf any documents related to the licensing and/or insuring only of the vehicle identified below.

This letter is for the purpose of obtaining insurance and/or licensing only. The Lessee shall not have or acquire any title or interest in or to said vehicle except the right of the Lessee and its competent employees to use or operate said vehicle as per the lease agreement.

Make	Model	Year	Unit	Vin#
Prevost	H3-45	1832	1997	2PCH3349XV1011832
MCI	MC102EL3	60300	1998	1M8TRMTA2WP060300

Insurance Requirements:

Liability coverage minimum of \$10,000,000.00 US per unit.

Collision and comprehensive coverage maximum \$5,000.00 US deductible.

Insured to market value of \$165,000.00 US per unit.

ROBERT J. MCMYNN and JOANNE J. MCMYNN to be named as additional insured
CENTURY SERVICES INC. to be named as Loss payee .

Yours sincerely,

(R)

ROBERT J. MCMYNN

(R)

JOANNE J. MCMYNN